



Procurement Management  
111 NW 1st Street • Suite 1300  
Miami, Florida 33128-1974  
T 305-375-5289 F 305-375-4407 305-372-6128

miamidade.gov

Carlos Alvarez, Mayor

December 14, 2007

Geo-Thermal Systems, Inc.  
711 S. Delaware Avenue  
Tampa, FL 33606

Re: Contract No. SS7784-2/10,

Dear Mr. Whittlesey:

Miami-Dade County would like to establish the above mentioned contract with your firm to rent twenty-six Geo-Thermal systems heat pumps to heat twenty-six diesel generators for the Miami-Dade County Aviation Department. Prior to issuing a purchase order to your firm, the County requires your firm's acceptance with regards to the following requirements:

- 1) The contract shall become effective on January 1, 2008, and shall be for the duration of a one (1) year period. The County, at its sole discretion, reserves the right to exercise the option-to-renew this contract for two (2) one-year periods. The County reserves the right to exercise its option to extend this contract for up to one hundred-eighty (180) calendar days beyond the current Contract period and will notify the Contractor in writing of the extension. This Contract may be extended beyond the initial one hundred-eighty (180) calendar day extension period by mutual agreement between the County and the Contractor, upon approval by the Board of County Commissioners.
- 2) The Contractor will furnish the rental of twenty-six Geo-Thermal Systems heat pumps to the Miami-Dade Aviation Department for \$57,299.13 annually. Prices shall remain firm and fixed during for the term of the contract, including any options to renew or extensions thereof. The price is to also include the following services to the County:
  - a. Preventative Maintenance twice a year on the twenty-six (26) units.
  - b. Repairs or replacement of the units within forty-eight (48) hours should the units fail at no cost to the County.
  - c. The Contractor shall furnish all labor, and equipment required to perform maintenance and replacement services.
- 3) In the event that the Contractor does not repair or replace a failed unit, which is a proprietary unit of the Contractor, within the initial 48-hours time frame; a \$10.00 (ten dollars) credit will be issues for each day the unit(s) is not repaired or replace.

*Delivering Excellence Every Day*

ADA Coordination  
Agenda Coordination  
Animal Services  
Art in Public Places  
Audit and Management Services  
Aviation  
Building  
Building Code Compliance  
Business Development  
Capital Improvements  
Citizens' Independent Transportation Trust  
Commission on Ethics and Public Trust  
Communications  
Community Action Agency  
Community & Economic Development  
Community Relations  
Consumer Services  
Corrections & Rehabilitation  
Cultural Affairs  
Elections  
Emergency Management  
Employee Relations  
Empowerment Trust  
Enterprise Technology Services  
Environmental Resources Management  
Fair Employment Practices  
Finance  
Fire Rescue  
General Services Administration  
Government Information Center  
Historic Preservation  
Homeless Trust  
Housing Agency  
Housing Finance Authority  
Human Services  
Independent Review Panel  
International Trade Consortium  
Juvenile Services  
Medical Examiner  
Metro-Miami Action Plan  
Metropolitan Planning Organization  
Park and Recreation  
Planning and Zoning  
Police  
Procurement Management  
Property Appraisal  
Public Library System  
Public Works  
Safe Neighborhood Parks  
Seaport  
Solid Waste Management  
Strategic Business Management  
Team Metro  
Transit  
Task Force on Urban Economic Revitalization  
Vizcaya Museum And Gardens  
Water & Sewer

- 4) All notices required or permitted under this purchase shall be in writing and shall be deemed sufficiently served if sent by registered or Certified Mail, return receipt requested, or delivered personally, or fax or e-mail (if provided below) delivery:

**(1) To the County**

- a) To the Project Manager:

Miami-Dade County  
Aviation Department  
Construction & Contracts Division  
P.O. Box 025502  
Miami, FL 33159

Attention: Juan Contreras, Engineer-1  
Phone: 305-876-7272  
Fax: 305-876-0347  
E-Mail: [jcontreras@miamidade.gov](mailto:jcontreras@miamidade.gov)

and,

- a) to the Contract Manager:

Miami-Dade County  
Department of Procurement Management  
111 N.W. 1<sup>st</sup> Street, Suite 1300  
Miami, FL 33128-1974

Attention: Director  
Phone: 305-375-5257  
Fax: 305-375-2316

**(2) To the Contractor**

GEO-THERMAL SYSTEMS, INC  
1706 W. Jetton Ave.  
Tampa, FL 33606

Attention: J. Whittlesey  
Phone: 813-251-1477  
Fax: 813-254-5135  
Toll Free: 888-251-1477  
E-Mail: [jwhittlesey@earthlink.net](mailto:jwhittlesey@earthlink.net)

The Miami-Dade Aviation Department (MDAD) will notify the Contractor via e-mail for any units not operating. Emails should be sent to the following two e-mails: [patrick@gts-heaters.com](mailto:patrick@gts-heaters.com), [jim@gts-heaters.com](mailto:jim@gts-heaters.com). The Contractor will notify MDAD, via e-mail, of the date and time the unit is again operating to specifications.

- 5) The Contractor's request for payment shall be supported by reports or other documents reasonably required by the County, and shall show the Contractor's County Contract number, and the Contractor's federal identification number, in addition to any other information that may be required by the County. Additionally, all requests for payment shall have attached a copy of the original bill, the copy containing an original signature of an authorized representative of the Contractor. Payments shall be made within thirty (30) days after receipt by the County of properly supported invoices and shall be submitted not more than once every thirty days, in duplicate to the following addresses:

Miami-Dade Aviation Department  
Attn: Accounts Payable  
P.O. Box 526624  
Miami, Fl 33152-6624

- 6) Pursuant to Miami-Dade County Ordinance No. 97-215, the purchase order will include the Independent Private Sector Inspector General requirements. This ordinance requires a  $\frac{1}{4}$  of 1% reduction from the total price of the vendor's invoice.
- 7) Upon County's notification, the Contractor shall, furnish to Miami-Dade County, Department of Procurement Management, 111 N.W. 1st Street, Suite 1375, Miami, Florida 33128-1974, Certificates of Insurance that indicate that insurance coverage has been obtained, which meets the requirements as outlined below. Miami-Dade County must be shown as an additional insured with regards to Public Liability Insurance. The mailing address of the Department of Procurement Management, as the certificate holder, must appear on the certificate of insurance. The contract number and title must appear on each certificate of insurance.
- a. Worker's Compensation Insurance for all employees of the Contractor as required by Florida Statute 440. Public Liability Insurance on a comprehensive basis in an amount not less than
  - b. \$300,000 combined single limit per occurrence for bodily injury and property damage. Miami-Dade County must be shown as an additional insured with respect to this coverage. The mailing address of the Department of Procurement Management, as the certificate holder, must appear on the certificate of insurance.
  - c. Automobile Liability Insurance covering all owned, non-owned, and hired vehicles used in connection with the Services, in an amount not less than \$300,000 combined single limit per occurrence for bodily injury and property damage.

The insurance coverage required shall include those classifications, as listed in

standard liability insurance manuals, which most nearly reflect the operation of the Contractor. All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida with the following qualifications:

The company must be rated no less than "B" as to management, and no less than "Class V" as to financial strength, according to the latest edition of Best's Insurance Guide published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the County Risk Management Division.

OR

The company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to Do Business in Florida", issued by the State of Florida Department of Insurance and are members of the Florida Guaranty Fund.

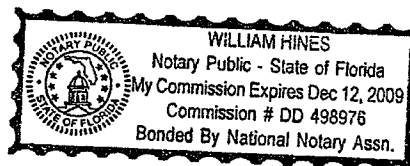
Certificates of Insurance must indicate that for any cancellation of coverage before the expiration date, the issuing insurance carrier will endeavor to mail thirty (30) day written advance notice to the certificate holder. In addition, the Contractor hereby agrees not to modify the insurance coverage without thirty (30) days written advance notice to the County.

NOTE: MIAMI-DADE COUNTY CONTRACT NUMBER AND TITLE MUST APPEAR ON EACH CERTIFICATE OF INSURANCE.

If you have questions please contact Carlos Urrely at (305) 375-2982.

By: J.M. Whittlesey  
Name: JAMES M. WHITTLESEY  
Title: Pres. & CEO  
Date: 12-17-2007  
Attest: [Signature]  
Corporate Secretary/Notary

Corporate Seal/Notary

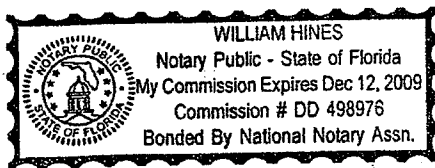


Attachment: Notary Acknowledgment

James M. Whittlesey  
James M. Whittlesey

STATE OF FLORIDA  
COUNTY OF ADAMS

The foregoing instrument was acknowledged before me this 17 day of Dec, 20 07  
by JAMES M. WHITTLESEY. He or she is personally known to me or has  
produced RL. KIL as identification and did / did not take an oath.



[Signature]  
NOTARY PUBLIC

My commission expires: 12-12-2009

## PROPOSAL FOR:

### HEATING EMERGENCY DIESEL GENERATORS

FIRM NAME: **GEO-THERMAL SYSTEMS®, INC.**

ITEM	DESCRIPTION	UNIT PRICE	TOTAL
1.A	<p>We propose to furnish the patented process <i>GEO-THERMAL SYSTEMS®</i> heat pumps in lieu of the expensive resistance heaters to heat the twenty-seven emergency diesel generators at MDAD, listed on the attached Emergency Generator Heating Analysis.</p> <p><i>GEO-THERMAL SYSTEMS®, INC.</i> is the owner of U.S. Patent No.: RE 33,051, which describes the system that utilizes recovery heat from a heat pump to provide heat to a diesel engine.</p> <p>As owners of the patent, we are the sole source for the patented process <i>GEO-THERMAL SYSTEMS®</i> heat pumps. A copy of the patent is enclosed.</p> <p><u>Fifty-seven thousand, two hundred ninety-nine and 13/100.</u></p>		
1.B	<p>Included in the above price twice annual preventative maintenance on the units at no additional cost; and repairs or replacement within 48-hours, of the units should they fail, also at no cost to MDAD.</p>		
2.	<p>MDAD will notify <i>GEO-THERMAL SYSTEMS® INC.</i> via both e-mail and verbally of any units not operating:</p> <ul style="list-style-type: none"><li>• The e-mails should be sent to both <a href="mailto:patrick@gts-heaters.com">patrick@gts-heaters.com</a>, and <a href="mailto:jim@gts-heaters.com">jim@gts-heaters.com</a> These will serve as documentation of the time and date of notification. <i>GEO-THERMAL SYSTEMS® INC.</i> will notify the Miami Airport by e-mail the date and time the unit was again operating to specifications.</li><li>• Telephone notification should be to the toll free number, 888-251-1477</li></ul> <p><i>GEO-THERMAL SYSTEMS® INC.</i> will reduce the charges by \$10.00 (ten dollars) daily, that any patented process <i>GEO-THERMAL SYSTEMS®</i> heat pump that has failed, has not been repaired or replaced within 48-hours.</p>		
3	<p>We propose to furnish all labor, equipment, and supervision required to perform these services.</p>		
TOTAL ITEMS 1.A, 1.B, 2, AND 3			\$57,299.13

**GEO-THERMAL SYSTEMS®, INC.**

Enclosure: Emergency Generator Heating Analysis